

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Investcloud, LLC		06/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	InvestCloud Solutions, LLC		
Street Address:	One Ferry Building, Suite 255		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4128781	INVESTCLOUD A CONIFER GROUP COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415.677.1500		
Email:	legal@conifer.com		
Correspondent Name:	Stephen Squire		
Address Line 1:	One Ferry Building, Suite 255		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Stephen Squire		
Signature:	/stephen squire/		
Date:	06/19/2012		

OP \$40.00 4128781

**Total Attachments: 4**

source=Investcloud LLC Assignment to Investcloud Solutions 06182012#page1.tif

source=Investcloud LLC Assignment to Investcloud Solutions 06182012#page2.tif

source=Investcloud LLC Assignment to Investcloud Solutions 06182012#page3.tif

source=Investcloud LLC Assignment to Investcloud Solutions 06182012#page4.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective as of June 18, 2012 ("Effective Date") by and between InvestCloud, LLC, a Delaware limited liability company (the "Assignor") and InvestCloud Solutions, LLC, a Delaware limited liability company (the "Assignee")

**WHEREAS**, Assignor has registered and is the owner of the service mark listed on Exhibit A attached hereto and made part hereof (the "Mark"); and

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all of its rights, title and interest in and to the Mark in perpetuity; and

**WHEREAS**, the Assignee desires to purchase or acquire all of the Assignor's rights, title and interest in and to the Mark.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, Assignor and Assignee hereby agree as follows:

**1. ASSIGNMENT.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Mark. Assignee shall have no registration rights with respect to any other registered marks of the Assignor, including, but not limited to the term "InvestCloud," the graphic of a cloud image above the letter "t" in "Invest" and the word "Cloud," or any derivative marks.

**2. CONSIDERATION.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of ten (10) U.S. dollars, payable on June 18 2012.

**3. REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants to Assignee: (i) Assignor has the right, power and authority to enter into this Agreement; (ii) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Mark; (iii) The Mark is free of any liens, security interests, encumbrances or licenses; (iv) The Mark does not infringe the rights of any person or entity; (v) There are no claims, pending or threatened, with respect to Assignor's rights in the Mark; (vi) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and (vii) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

**4. ENTIRE UNDERSTANDING.** This Assignment constitutes the entire understanding and agreement, and supersedes any and all prior or

contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of this Assignment, all of which are merged in this Assignment. Each party acknowledges that it has entered into this Assignment in reliance only upon the representations, warranties and promises specifically contained or incorporated into this Assignment.

**5. AMENDMENT, WAIVER AND MODIFICATION.** No provision of this Assignment will be deemed waived, altered, modified or amended unless agreed to in writing by the parties. A party's failure to insist on strict compliance with this Assignment or any other course of conduct on a party's part will not be deemed a waiver of the party's rights under this Assignment.

**6. SEVERABILITY.** In the event that any provision of this Assignment is found invalid, unlawful or unenforceable by any court of competent authority, that provision will be deemed not to be part of this Assignment. The remainder of this Assignment will remain valid and enforceable according to its terms.

**7. AGREEMENT TO PERFORM NECESSARY ACTS.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

**8. GOVERNING LAW.** This Agreement shall be deemed to have been made in the State of California and shall be construed, and the contractual rights and liabilities of the parties determined, in accordance with the laws of the State of California without giving effect to the choice of law or conflicts of law provisions thereof.

**IN WITNESS WHEREOF,** the parties have executed this Assignment as of the date first above written. Each party represents and warrants that the person whose signature appears on their behalf below is duly authorized to enter into this Assignment.

**ASSIGNOR**

By: \_\_\_\_\_  
Name: Colin Close  
Title: President

**ASSIGNEE**

By:   
Name: Jack McDonald  
Title: Chairman

contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of this Assignment, all of which are merged in this Assignment. Each party acknowledges that it has entered into this Assignment in reliance only upon the representations, warranties and promises specifically contained or incorporated into this Assignment.

**5. AMENDMENT, WAIVER AND MODIFICATION.** No provision of this Assignment will be deemed waived, altered, modified or amended unless agreed to in writing by the parties. A party's failure to insist on strict compliance with this Assignment or any other course of conduct on a party's part will not be deemed a waiver of the party's rights under this Assignment.


**6. SEVERABILITY.** In the event that any provision of this Assignment is found invalid, unlawful or unenforceable by any court of competent authority, that provision will be deemed not to be part of this Assignment. The remainder of this Assignment will remain valid and enforceable according to its terms.

**7. AGREEMENT TO PERFORM NECESSARY ACTS.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

**8. GOVERNING LAW.** This Agreement shall be deemed to have been made in the State of California and shall be construed, and the contractual rights and liabilities of the parties determined, in accordance with the laws of the State of California without giving effect to the choice of law or conflicts of law provisions thereof.

**IN WITNESS WHEREOF,** the parties have executed this Assignment as of the date first above written. Each party represents and warrants that the person whose signature appears on their behalf below is duly authorized to enter into this Assignment.

**ASSIGNOR**

By:   
Digitally signed by  
Colin Close  
Date: 2012.06.19  
12:03:44 +01'00'

Name: Colin Close  
Title: President

**ASSIGNEE**

By: \_\_\_\_\_  
Name: Jack McDonald  
Title: Chairman

**EXHIBIT A TO THE TRADEMARK ASSIGNMENT**



**Word Mark** INVESTCLOUD A CONIFER GROUP COMPANY  
**Goods and Services** IC 042, US 100 101, G & S: Cloud computing featuring software for use trade processing, and middle and back office outsourcing for the securities industry, FIRST USE: 20100601, FIRST USE IN COMMERCE: 20100701  
**Serial Number** 85407002  
**Filing Date** August 25, 2011  
**Current Basis** 1A  
**Registration Number** 4128781  
**Registration Date** April 17, 2012  
**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of the wording "InvestCloud" with a cloud image above the letter "t" in "Invest" and the word "Cloud", and the wording "A Conifer Group Company" below.  
**Type of Mark** SERVICE MARK